

# **EXHIBIT B**



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made as of 10-18-25 by and between Leroy Nkomo Jr. (hired independent contractors and employees both referred to as "Employee" herein), and MrBeastYouTube, LLC ("Company").

WHEREAS, the Company has developed a prosperous business model based upon the goodwill developed by the Company, and its proprietary and confidential information is a large reason for the Company's successful relationships and therefore, the Company desires to protect and keep confidential its proprietary and confidential information; and

WHEREAS, the Company has many affiliate companies ("Affiliates") with equally valuable confidentiality and proprietary information (for instance, cStats, LLC and CreatorGlobal, LLC).

WHEREAS, the term "Affiliates" is included in the definition of the Company for all purposes of this Agreement.

WHEREAS, the parties recognize it is vitally important that these interests be protected by the Company; and

WHEREAS, the Company would be harmed if Employee were to divulge any of the Company's proprietary or confidential information at any time during or after termination of his or her employment; and

WHEREAS, Employee desires to become an employee of the Company and recognizes the Company's need to protect its information; and

WHEREAS, in consideration for Employee executing this Agreement, the Company has agreed to employ the Employee, conditioned upon the Employee's agreement to the following terms and foregoing recitals.

NOW, THEREFORE, to induce Company to employ the Employee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **ACCESS TO COMPANY'S BUSINESS INFORMATION.** Employee understands and acknowledges that during Employee's employment with the Company, Employee will acquire or have access to confidential and proprietary information of the Company.
2. **NON-DISCLOSURE OF COMPANY'S CONFIDENTIAL INFORMATION.**  
Employee agrees that Employee shall not, during his or her employment and thereafter, at any time or in any manner, either directly or indirectly, use, divulge, disclose, communicate to any person, firm, corporation, or any other third party, other than the Company and its directors, officers, and employees, any Proprietary or Confidential Information (as hereinafter defined) of the Company or its customers. "Proprietary or Confidential Information" shall mean, but not be limited to, information or media about Jimmy Donaldson, employee and personnel information, any manuals, procedures, processes, forms, systems, guidelines, other proprietary information developed and obtained by the Company for use in its business, and related documents, materials, knowledge, or other confidential business information of any nature whatsoever disclosed to or developed by Employee, technical and business information and strategies, relating to methods, marketing, merchandising, selling, licensing, servicing, customer lists, records or financial information, manuals or Company strategic plans or operational objectives. Notwithstanding the foregoing restrictions on disclosure of Proprietary or Confidential Information, Employee may disclose Proprietary or Confidential Information to the extent such disclosure is required by law (by way of example only, subpoena or court order); provided, however, that the Employee shall give the Company written notice of any request for such information at least ten (10) days (or as many days as are available) prior to the required disclosure of such information, and the Employee agrees to cooperate with the Company to the extent requested to challenge the request or limit the scope thereof.
3. **SOCIAL MEDIA RESTRICTION.** Employee shall not post anything on social media about the Company, Jimmy Donaldson, or the Employee's employment with the Company.
4. **RETURN OF INFORMATION.** Upon the request of Company at any time or upon the termination of Employee's employment with the Company for any reason, Employee shall promptly (but in no event more than ten (10) days after written request of Company) deliver to the Company property as well as all records, manuals, articles, devices, equipment, customer lists, financial information, and other items which disclose or contain Proprietary or Confidential Information in any form, including all copies thereof, whether prepared by Employee, the Company or others.
5. **INJUNCTIVE RELIEF AND OTHER REMEDIES.** Employee and Company agree that any breach or threatened breach of this Agreement shall cause immediate and irreparable injury to Company for which there exists no adequate remedy at law, thus entitling Company to immediate injunctive relief to restrain or enjoin such breach or threatened breach, without prejudice to any other rights or remedies afforded Company hereunder or by law. In the event it becomes necessary for Company to institute legal proceedings to enforce any of the terms of this Agreement against Employee, Employee shall be liable to Company for all costs of such legal proceedings, including reasonable attorneys' fees.
6. **REASONABLENESS OF RESTRICTION.** Employee has carefully read and considered the provisions of this Agreement and each of the subsections thereof, and,

having done so, expressly agrees and acknowledges that the covenants and agreements set forth herein are fair and reasonable in all respects, and are reasonably required and necessary for the protection of the legitimate business and competitive interests of the Company; and that each of the covenants and agreements contained in this Agreement and each of the subsections thereof is separately and independently given, and each such covenant and agreement is intended to be enforceable separately and independently of the other such covenants and agreements, including, without limitation of remedy, enforcement by injunction or other equitable relief.

7. **SEVERABILITY/SURVIVAL.** If any part or provision of this Agreement shall be invalid, illegal, or unenforceable for any reason, the remaining provisions hereof shall remain effective and fully enforceable to the maximum extent permitted by law. The provisions of this Agreement shall survive the end of Employee's employment by Company for any reason.
8. **CHOICE OF LAW; JURISDICTION AND VENUE.** This Agreement shall in all respects be governed by and construed according to the laws of the State of North Carolina. Any suit or proceeding arising out of or relating to this Agreement may be instituted and maintained in the state courts of North Carolina located in Pitt County or the federal district court for the Eastern District of North Carolina. The parties hereby irrevocably consent to jurisdiction and venue in such courts, and the parties waive objection to the jurisdiction and venue being in such courts. Nothing herein shall limit the right of Company to proceed against the Employee in the courts of any other jurisdiction.
9. **ASSIGNMENT AND BINDING EFFECT.** The services to be rendered by Employee are personal in nature, and Employee may not assign, in whole or part, this Agreement or Employee's rights or obligations hereunder. Company may assign its rights and obligations under this Agreement at its sole discretion. The rights and obligations contained in this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, heirs, and assigns.
10. **WAIVER.** No waiver, express or implied, by the Company of any provision of this Agreement shall be effective unless in writing and signed by the Company.

**COMPANY:**

**MrBeastYouTube, LLC**

By: Susan Parishes

10/18/23

Signature: Susan Parishes

Title: Human Relations Manager

**EMPLOYEE/CONTRACTOR:**

By: Leah N. H.

Signature:

Date:

10-18-23